

उत्तर प्रदेश UTTAR PRADESH

CE 933515

### Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING FOR RESEARCH AND DEVELOPMENT (hereinafter referred to as the "MoU") is made and entered into on this 10<sup>th</sup> day of August month, 2021 (10-08-2021; Effective date)

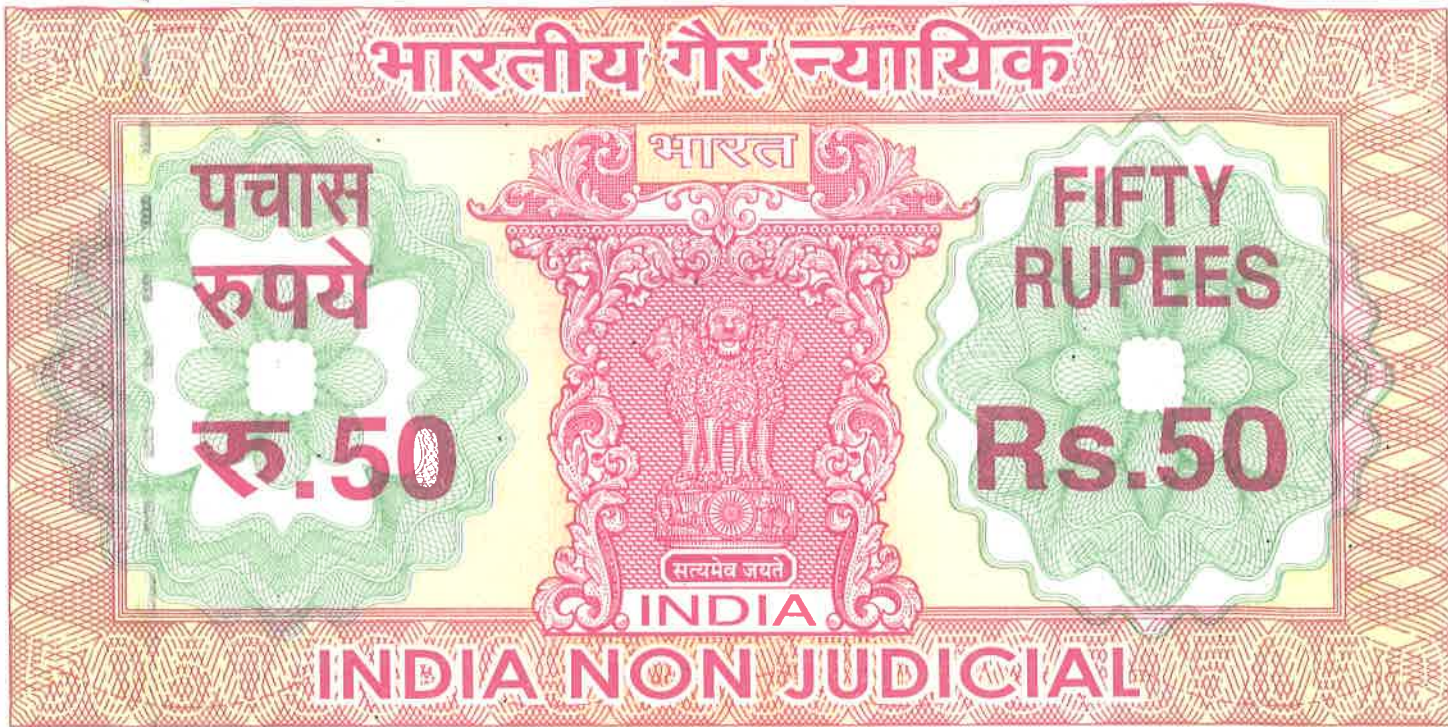
#### BY AND AMONG

ExCel Matrix Biological Devices P. Ltd. a company involved in novel biotechnology based biomedical devices and, product concepts, related process and commercialization, and having its Office at Non-Ferrous Materials Technology Development Center (NFTDC), DMRL X Rd, Kanchan Bagh, Hyderabad 500058, India, duly incorporated under the laws of Indian Companies Act, 1956 hereinafter referred to as "ExCel Matrix" of the 'first Part' which expression shall mean and include its successors-in-business and permitted assignees duly represented by Dr. AK Dutta, Managing Director.

#### AND

Harcourt Butler Technical University, Kanpur, more specifically with School of Chemical Technology at the Harcourt Butler Technical University, Kanpur represented by Registrar Dr. Neeraj Kumar Singh hereinafter referred to as "HBTU Kanpur" of the second part. Hereinafter individually referred to as "Party" and collectively as "Parties" and Disclosing party means and includes one of the above parties.





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WHEREAS, HBTU Kanpur engaged in the education, research and development in the area of Chemical Technologies like Biochemical Engineering, Food Technology, Oil Technology, Plastic Technology and Leather Technology, and other areas of engineering interdisciplinary research.

AND WHEREAS, ExCel Matrix engaged in the interdisciplinary research and development of Cell-Interactive Biomaterials towards health care solutions including tissue engineering, cell therapy and regenerative medicine, Biomaterials of interest are carbohydrates, fibrous proteins, lipids and other synthetic polymer like polyurethane, perfluoro-polymers etc.

- 1) **Purpose:** The purpose of the MOU is to enable the Parties to jointly establish a center of excellence to impart advance skill and commercial technology, prototype and entrepreneurial skill development to students and/or faculty of HBTU Kanpur.

For this purpose, ExCel Matrix, Hyderabad will bring proprietary and non-proprietary technical know-how, commercial product concepts, equipment infrastructure for experimentation, market research, TRL (Technology Readiness Level) based execution plans. ExCel Matrix will contribute all above infrastructure and skills free of any monetary expectations from HBTU.

HBTU Kanpur will bring adequate human resource, inform of UG, PG & PhD students non-proprietary knowhow, physical and functional lab space about 2000-3000 ft<sup>2</sup> with



utilities like power and water lines and existing equipment and infrastructure for experimental execution, analysis and thereby will jointly develop product prototypes. HBTU will provide all above infrastructure free of any monetary expectation from ExCel Matrix.

For the advance skill development ExCel Matrix will select appropriate Chemical Technology students from HBTU. Number of students will not be less than five or exceed ten in normal circumstances. Financial burden of these advance skill trainees will be borne by ExCel Matrix in lieu of infrastructure support provided by HBTU Kanpur.

A list of joint projects of mutual interest will be included in this MOU as Annexure I (confidential information). Any other purposes and projects may be included in the annexure over time and will be entertained in the same manner under this agreement.

**2) Disclosure under Confidentiality:** While working on the Project, the ExCel Matrix may require to disclose to HBTU Kanpur certain proprietary, strategic, technical, financial, personnel, marketing, pricing, sales, commercial information and/or exchange views/ ideas on concepts, designs and inventions, or transmit to each other the results which are generated during the technical discussions, tests conducted as a part of the Project (hereinafter referred to as "Confidential Information or Annexure I");

**3) Confidential Information:** Annexure I, a written, itemized list as Confidential Information document clearly demarcating non-confidential sections are prepared and communicated to the receiving party either to begin or as follow-up of discussion or implementation of objectives covered under forthcoming Memoranda of Understanding. Such exchange of Confidential Information will happen time to time on the need basis and will be appended to Annexure I within a month of exchange of information. Two identical copies of the confidential information, carrying signatures of both disclosing and receiving party will be prepared and will be kept as records with each party. Specific individuals contributing or receiving the Confidentiality Information are authorized as signatory of Confidentiality Information.

AND WHEREAS the Parties recognize that careful protection and non-disclosure by the Party receiving (the "Receiving Party") Confidential Information from the Party disclosing (the "Disclosing Party") such Confidential Information is of importance to the prosperity of the Parties;

AND THEREFORE, in consideration of the promises made herewith, the Parties agree to disclose and receive certain Confidential Information under the terms and conditions hereinafter appearing.

**4) Human resource:** HBTU Kanpur and ExCel Matrix mutually will assign these advance concepts, product application development work to research scholars as PhD topics and short-term projects to M. Tech. and B. Tech. students under collaborative development.



**5) Funds:** ExCel Matrix, Hyderabad and HBTU Kanpur will jointly make research and development proposals for extramural funding applications as-and-when opportunities arise for the above purposes. In case, ExCel Matrix is not involved in fund raising activity or beneficiary of the funds it will still remain partner to collaborative projects based on Annexure I of Confidentiality Information and execution plans.

**6) Scope:** As per the Project, ExCel Matrix Hyderabad and HBTU Kanpur under its scope of responsibilities will provide expertise, data and information *etc.* following standard procedures stipulated in Section (3) Confidentiality Information.

**7) Ownership:** The Confidential Information shall be considered as a valuable trade secret owned by the Disclosing Party. The Disclosing Party retains ownership and all rights of Confidential Information.

**8) Ownership of the movable capital assets:** Equipment and other movable capital asset that is brought by ExCel Matrix for center of excellence remains property of first part irrespective and independent of any terms listed in this MOU, unless otherwise expressed by ExCel Matrix. In case of termination of the MOU or due to any dispute HBTU Kanpur will not make claims on the capital asset brought in by the ExCel Matrix to the center of excellence.

**9) Commercial rights:** ExCel Matrix will have first right of commercial exploitation on IPs that are jointly developed with HBTU Kanpur after due negotiation towards license fee or royalty arrangement with HBTU Kanpur. The stipulated license or royalty fee will be paid at the event of commercialization. The amount of fee or basis of commercial sharing will be discussed separately on case to case basis as separate agreement.

Any intellectual property resulting from the collaborative research towards commercial applications will be jointly patented by both the Parties and will be assigned jointly based on the intellectual inputs provided by each party. By intellectual property, it is understood that it would cover any proprietary information that may or may not be patented.

Either party may take help of services of other party for their in-house research and development on payment basis. Result and contents of these services will not constitute to joint collaborative efforts and will not be the commercial rights to the service providing party.

**10) Further Responsibility under MOU:** Both parties will try their best to expedite the bottleneck steps in the execution of joint project by the provision of additional priority in their capacity. Priority will be defined by mutually agreed time lines or any revisions as per the objectives of joint collaborative project.

For any dispute if not settled mutually by both the parties, an arbitrator will be appointed with the mutual consent for amicable and speedy solution.

**11) No Warranties:** The Disclosing Party makes no warranties of any kind, whether express or implied, as to the accuracy or completeness of the Confidential





Information. The Disclosing Party assumes no responsibility for any loss or damages which may be suffered by the Receiving Party, its customers, or any third parties on account of or arising from the Confidential Information.

**12) Use and protection of Confidential Information:** The Receiving Party may only use the Confidential Information for the purposes stated in above Clause (3) In the absence of the Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party. The Receiving Party agrees to use the same degree of care to protect the confidentiality of the Confidential Information, as it would exercise to protect its own trade secrets and information but in no case less than a reasonable degree of care. It will be the responsibility of each Party to observe enough degree of care so as not to allow such Confidential Information to disseminate to any other person/ party except for its directors, officers, employees, who have a clear need to know, for purposes of this Agreement. Each Party shall be responsible for the breach of the terms of this Agreement by such Party, or by its related parties.

**13) Public Statements:** In addition to the limitations on the use and disclosures of Confidential Information set forth herein, it is agreed that neither Party shall issue or release or confirm any statement, to the general public, to the news media, in any seminars/ conferences, or to any third party, except with the prior concurrence of the other Party, both as to the content and timing of any such issue or release or confirmation.

**14) Return of Confidential Information:** Promptly following the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party, or certify in writing to the Disclosing Party as to the destruction of (without retaining any copy), all Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of, the Receiving Party.

**15) Exceptions:** Confidential Information itself, irrespective of scattered availability of its constituent facts and figures in the public domain, is the result of intelligent deduction, compilation and certain amount of man-hours inputs by highly skilled experts, therefore in totality is intellectual property of the Disclosing party.

The foregoing notwithstanding, no information shall be considered Confidential Information if such information: (a) was in the Receiving Party's possession before execution of this Agreement, provided that the source of such information, to the knowledge of the Receiving Party after due inquiry, was not bound by an obligation of confidentiality with respect to such information; (b) is or becomes generally available to the public through no fault of, or without violation of any duty of confidentiality of, the Receiving Party; or (c) is received by the Receiving Party from a third party with due intimation to Disclosing Part.

Neither Party shall be liable for disclosure of Confidential Information if disclosure was required by law or was in response to a valid order of a court or other legal process, provided that prior written notice is given to the Disclosing Party so that a protective order or other relief, if appropriate, may be sought by the Disclosing Party.



**17) Remedies:** The Parties recognize and acknowledge that Confidential Information is of a special, unique, and extraordinary character to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party may cause serious injury to the Disclosing Party. The Receiving Party expressly agrees, therefore, that the Disclosing Party, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof. Provided however, that the Disclosing Party shall not be entitled to claim or recover from the Receiving Party any losses, damages, costs and expenses not suffered/ incurred by the Disclosing Party.

**18) Term and Termination:** This Agreement shall be valid for a period of five (5) years from the date hereof or till the completion of the Project whichever is later, which period may be extended mutually. The Receiving Party shall not share Confidential Information because it does not own the Confidential Information with any third party after the termination of this Confidentiality Agreement. The confidentiality clause will remain in force for both the parties for the period of five years after the termination of the MOU.

**19) No Conflicts:** Each Party represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. The Parties further agree not to disclose or to use on behalf of the other Party any Confidential Information belonging to any third party, unless sufficient written authorization from the third party is provided.

#### 21) General Terms.

- 21.1) The agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. New agreements generally have clause to invalidate any previous agreements that may be restricting.
- 21.2) The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is deemed or held by a court of competent jurisdiction, to be contrary to law or otherwise unenforceable, it shall be enforced to the extent legally permissible and as necessary to reflect the intent of the Parties and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 21.3) This Agreement may only be amended by a writing executed by duly authorized representatives of both the Parties.
- 21.4) In any action between the Parties hereto arising out of or relating to this Agreement or any of the transaction contemplated by this Agreement (i) each of the Parties irrevocably and unconditionally consents and submits to the laws of India, without reference to its principles of conflicts of law, and to the exclusive jurisdiction of the courts at Kanpur, India and (ii) each of the Parties irrevocably consents to service of process by registered mail, return receipt requested.





**IN WITNESS WHEREOF** the Parties hereto have executed this MoU under seal as of the day and year first above written by their respective authorized signatories.

ExCel Matrix Biological Devices P Ltd.

By Name: Aroop Kumar Dutta

Title: Managing Director

Date: 10<sup>th</sup> Aug 2021

Made at: Hyderabad



And,

Harcourt Butler technological University, Kanpur 208 002, UP, India,

By Name: Prof. Neeraj Kumar Singh

Title: Registrar, HBTU Kanpur

Date: 10/8/2021

Made at: Kanpur

कुल सचिव  
हार्कर्ट बटलर प्राविधिक विश्वविद्यालय  
कानपुर-2

### WITNESS

1. Signature:

Name: Saroop Kumar Dutta

Title:

L-601, Indralok colony

Address:

Krishna Nagar

Lucknow - Pin 226023

2. Signature:

Name: Head  
Dept of Biochemical Engineering  
School of Chemical Technology  
H.B. Technical University, Kanpur-07

Title:

Address:

## ANNEXURE I

The initial target will be to develop commercial product concepts, technology prototypes. The prototype will be developed following the standard steps and timeline of TRL (Technological Readiness Level) protocols provided ExCel Matrix.

In the beginning of the process, HBTU Kanpur will involve a group of students composed of Research Scholars, M. Tech, and B. Tech students under the supervision of Chemical technology faculty of HBTU Kanpur, and Dr AK Dutta or qualified personnel appointed by ExCel Matrix.

The lab scale and industrial trials of this prototype will be tested at HBTU Kanpur and at ExCel Matrix Biological Devices P. Ltd. There will be strategic input by ExCel Matrix after MOU on (a) hypothesis and design criteria for specific application development and (b) mutually agreed TRL exits at each level.

LIST OF SPECIFIC PROJECTS AND THEIR EXECUTION DETAILS UNDER THIS MOU WILL BE APPENDED IN DUE COURSE AFTER DUE CONSULTATION WITH SCHOOL OF CHEMICAL TECHNOLOGY.

